

**2006 - 2007
Licensed Master Contract**

between the

**Board of Directors
of
Prairie Lakes Area Education Agency 8**

and

**Prairie Lakes
Educational Services Association**



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Article 1

Recognition

The Board hereby recognizes the Prairie Lakes Educational Services Association as the certified exclusive bargaining representative for all personnel in the following job classifications as set forth in the PERB certification instrument, Case Number 6612 issued by the PERB on the 15th day of May, 2003 or as thereafter amended, employed by the Board of Directors of the Prairie Lakes Area Education Agency.

Included: educational paraprofessional, van driver, custodian, audiometrist, media specialist I, communication paraprofessional, family support specialist, secretary I, media specialist II, printer, secretary II, chief printer, graphic artist, video production specialist.

Exclusions: professional employees, board secretary, business manager, administrator, supervisors and coordinators, division directors, administrative assistant, technology staff, head custodians, certified occupational therapy assistants, administrative and executive secretaries, business office staff, educational interpreters, parent education coordinators, and all other employees of the Prairie Lakes Area Education Agency including but not limited to substitutes and all other personnel excluded by Iowa Code Section 20.4

Article II

Grievance Procedure

- A. A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of a specific provision of the Agreement not specifically exempted from the Grievance Procedure.

Step 1

An attempt will be made to resolve the grievance in an informal verbal discussion between the grievant and his/her Director.

Step 2

A grievance must be filed by an aggrieved employee no later than ten (10) days from the date of the event giving rise to the grievance. The grievant shall present the grievance in writing to his/her Director (Instructional Services or Special Education). The Director will hold a grievance meeting no later than four (4) days after receipt of the grievance. He/she shall provide the grievant with a written answer within five (5) days following the meeting. The grievance shall indicate the specific clause or clauses of the contract relied upon together with a written narrative explanation of the grievant's position. The grievance shall also state the remedy requested.

Step 3

In the event the grievance remains unresolved, the grievance may be referred to the Agency Administrator within ten (10) days of the Step 2 answer. The Administrator will hold a hearing within ten (10) days of the referral. The Agency Administrator will have ten (10) days after the hearing to provide a written decision to the grievant and the Association.

Step 4

In the event the grievant is not satisfied with the disposition of the grievance after Step 3, he/she together with the Association will decide whether the grievance will be submitted to arbitration. A written notice of request for arbitration must be submitted to the Agency

within twenty (20) days following receipt of the Step 3 response. Within ten (10) days following a written notice of arbitration, the Agency and the Association will confer in order to select a mutually agreeable arbitrator. In the event of failure to agree, the arbitrator shall be selected from a list obtained from the Iowa PER Board. The list shall contain five (5) names with the parties alternately striking the names until the arbitrator is chosen.

- B. The Arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have power to change, amend, ignore or add to the terms of the contract. The arbitrator's authority will be strictly limited to deciding the issues presented to the arbitrator by the Association and Agency. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning and application of the express relevant language of the Agreement.
- C. Expenses for the arbitrator's services will be shared equally by the Agency and the Association.
- D. The failure of an employee to initiate a grievance within the prescribed time limits will act as a bar to the grievance and the failure of a grievant or the Association to further appeal a grievance will also bar the grievance. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
- E. The Association shall have the right to be present at all steps of the Grievance Procedure.
- F. Days, for the purposes of this Article, shall mean scheduled Agency workdays (whether or not the aggrieved employee is scheduled to work).
- G. Grievance meetings and hearings shall be conducted in private and limited to parties, representatives, and witnesses.
- H. Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the specified job assignment and related work activities of the grieving employee or other AEA employees.

Article III

Staff Reduction Procedure

A. Reasons

The Agency may reduce staff for any reason in its discretion.

B. Staff Reduction Classifications

For purposes of staff reduction, employees will be grouped by their job classification within a service area center.

C. Layoff Procedures

1. The Agency will first attempt to accomplish reduction by attrition within a staff reduction classification.
2. If attrition does not accomplish the necessary reduction, the Board will lay off the least senior employee in the affected staff reduction classification. Seniority shall be defined as employee continuous length of service with the Agency or its predecessors (AEA's 3 or 5) beginning with the first workday after the employee's most recent hire by the Agency or its predecessors. In the event that two or more employees are of equal seniority, ties will be broken by the last four digits of the employees' social security numbers with the highest number receiving the highest ranking.
3. An employee to be staff reduced will receive a written notification containing the reason(s) for the staff reduction and the effective date of the reduction. The reduction shall not take effect sooner than fourteen (14) calendar days following notification.
4. The Agency retains the discretion to reduce the length of an individual employee's work year or workday. The Agency will consult with the employee prior to such a reduction. If, in the discretion of the Agency, a reduction in work year or workday within a staff reduction classification can be accomplished utilizing any employee within the staff reduction classification, such reduction in work year or workday will affect the least senior employee within that staff reduction classification.

D. Recall

An employee who is laid off under this Article, shall be recalled to a vacant position in the same job classification in which the employee was employed when reduced for a period of one (1) year from July 1 immediately following the effective date of layoff. If recalled, an employee's sick leave and seniority accrued as of the effective date of layoff shall be restored. Employees shall be recalled in reverse order of layoff.

(Note: job classifications are spelled out in the recognition article.)

Article IV **Transfers**

A. Definition

1. Transfer. A transfer is the movement of an employee to a different job classification or service area center.
2. Vacancy. A vacancy is an open position that the Board desires to fill. The Board shall have the exclusive right to determine whether a vacancy exists and when to fill the vacancy.

B. Voluntary Transfers

1. Posting. Administration will post vacancies that the Agency desires to fill for five working days prior to filling the vacancy. Posting will occur during the school year at each service area center. Posting will occur during the summer months at Fort Dodge. Postings will also be emailed to unit employees' work e-mail addresses on file.
2. Requests. An employee who desires a transfer to fill a specific vacancy may file a written request for transfer with his/her Director within the posted deadline.

3. **Selection criteria.** The employee or applicant who Administration deems best qualified for the job will be selected for the position. If two current employees are deemed equally well qualified by the Agency Administrator, the most senior employee will be transferred. Seniority shall be defined as in Article II – Staff Reduction. A present employee requesting transfer will be given preference over an outside applicant if equally qualified as determined by the Agency Administrator.

C. Involuntary Transfers

Administration may involuntarily transfer employees. Involuntary transfers shall not be made for arbitrary or capricious reasons. Upon employee request a statement of reasons will be given to the employee who is involuntarily transferred. An employee involuntarily transferred shall be given the option to transfer to any open position within the same job classification originally held at the time of the involuntarily transfer. Recallees will have priority over involuntary transferees in filling such openings.

D. Temporary Assignments

Employees may be temporarily assigned to a different position at the discretion of administration. Such temporary assignments are not transfers. If an employee is temporarily assigned for greater than 45 workdays, the employee will be paid the base rate of the job classification to which the employee is temporarily assigned if higher than the employee's current wage rate for the remaining duration of the temporary assignment beyond 45 workdays.

(Note: job classifications are spelled out in the recognition article.)

Article V
Leaves of Absence

A. Medical Disability Leave

Fulltime employees (employees working thirty hours per week at least nine months per year) will be allowed medical disability leave as follows. Part-time employees will have sick leave prorated.

First year	20 days
Second year	20 days
Third year	15 days
Fourth year	15 days
Fifth year	15 days
Sixth and subsequent years	15 days

If an employee's long term medical disability of not less than seven consecutive workdays in a year results in an employee's medical leave accumulation of less than 21 days at year-end, the employee shall be granted 20 days for the next year only.

Medical disability leave days may be accumulated to a maximum of 120 days inclusive of the current year's allotment.

Employees may use medical disability leave for routine or emergency medical or dental appointments. Leave for medical or dental appointments must be approved by the employee's division director or designee. Leave will be charged for these appointments only if the employee is absent more than two hours. No extra time shall be added to the employee's time card on the day of an appointment until actual hours worked exceeds the employee's regular workday.

An employee shall call the employee's director or designee at 8:00 a.m. or earlier when appropriate to report that he/she will not be to work due to illness.

The employee shall, when requested, furnish the administration with such medical evidence, as it may desire concerning the necessity for leave of absence.

Medical disability leave shall be available for illness, injury or other medically related disability.

The employee shall be given a copy of a written account of accumulated medical disability leave upon request.

Workers' Compensation/medical disability leave interplay will be administered according to statute.

With regard to medical disability leave requests that can be reasonably anticipated in advance, the employee shall alert administration as soon as it is anticipated that leave will need to be taken and will keep the administration advised as to the employee's progress and as to the expected date of return to work.

If an employee is ill and if the Agency closes due to boiler problems, etc., an employee will be deducted medical disability leave for only that amount of time the Agency is open.

Employees may use up to five (5) days of medical disability leave per year for illness of the immediate family. Immediate family includes: husband, wife, child, step-child, father, mother, step-father, step-mother, mother-in-law, father-in-law, or a person living in the household. The number of days for this absence shall be deducted from medical disability leave. This leave of absence will be arranged with the immediate zone coordinator or supervisor.

B. Medical Disability Leave Bank

1. Establishment

- a. A medical disability leave bank will be established for the use of employees who choose to participate.

2. Participation:

- a. Participation in the bank will be on a voluntary basis and contribution will be made in the form of one day of medical disability leave from the employee's current year's allocation. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Eligible employees must provide evidence of a catastrophic illness or accident and have exhausted all available paid leave without being eligible for long term disability, worker's compensation, and/or social security disability.

3. Enrollment

- a. Enrollment will take place from July 1 through September 15 of the contract year and will entitle that person to membership for that school year only.
4. Unused Days in Bank:
 - a. Assets of the bank will accumulate. The following year's bank will consist of the days carried over plus all contributed days for the year's participation.
 - b. A retiring employee may voluntarily designate their unused medical disability leave days accumulated over 100 days be donated to the bank. These leave days become the property of the bank and may be used by eligible employees.
5. Use of Bank Leave Days: Employees may apply in writing to the Human Resource Coordinator of Prairie Lakes AEA for use of the medical disability leave bank. The application must be accompanied by a letter from a licensed service provider, recognized by the Agency's health insurance, corroborating the need for extended medical disability leave. The Human Resource Coordinator, Chief Administrator and President of the Prairie Lakes AEA Educational Services Association or their respective designees will review the application. Upon approval, use of the bank leave days will commence on the first day after the exhaustion of personal medical disability leave and continue for up to the date long term disability insurance, worker's compensation or social security disability benefits begin, whichever is earlier or until an employee has received their physician's approval to return to work or the exhaustion of the bank

C. Bereavement Leave

Regular fulltime employees (employees working thirty hours per week at least nine months per year) shall be granted up to five (5) working days of leave per occurrence as necessary in the opinion of the administrator or designee for attendance at the funeral and for any other purposes directly arising out of the death of an immediate family member to include spouse, child, stepchild, mother, father, step parent, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other member of the immediate household.

Employees may be granted one paid day per occurrence to attend the funeral of a friend or other relative not included above if approved by the Agency Administrator.

D. Personal and Emergency Leave

Emergency leave. Two days per year shall be allowed with notification of and subsequent approval of the Administrator/Designee. At the Administrator's discretion, this leave may be extended. This leave is not accumulative.

Personal Leave.

1. Two (2) days per year shall be allowed for personal and/or private reasons with the following provisions:
 - a. Written request for such leave shall be in the hands of the Administrator or Designee two days in advance of the leave.
 - b. Exceptions may be made to the two-day advance notice at the discretion of the Administrator or Designee.
 - c. No more than ten (10) employees will be granted this leave on the same day.
 - d. One (1) day of unused personal leave may be carried forward to the following year, not to exceed a total of three (3) personal leave days available per employee, per year. No more than two (2) personal leave days may be used in consecutive workdays or in

conjunction with other leaves unless approved in emergency situations by the Administrator, with approval being non-grievable.

2. This leave will not require a reason.

E. Jury Duty

An employee called for jury duty during the employee's service year shall be provided such time with pay in the absence of extraordinary circumstances. Any fees or remuneration the employee receives for jury service shall be retained by the employee. The employee shall immediately return to the employee's regular assignment at any time when the jury is released or given time off.

F. Association Leave

Up to four paid days will be provided for Association designated employees to attend ISEA/NEA sponsored meetings. At least five days advance notice of such leave shall be given with specific names of employees and dates of absence.

Article VI **Holidays**

Fulltime, twelve-month employees shall receive ten (10) paid holidays yearly as follows: Independence Day or day observed, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day or day observed, Christmas Day or day observed, New Year's Eve Day or day observed, New Year's Day or day observed, Good Friday and Memorial Day. Fulltime, nine-month employees shall receive all holidays that are included within the duration of their written work agreement. Part-time classified employees, working 20 hours per week or more, shall receive prorated holidays. If a holiday falls on a Saturday or Sunday, the Agency shall designate an alternate day to observe the holidays. Unused holidays cannot be cashed out upon termination of employment. Holidays that fall during an unpaid leave period will not be paid.

Holiday pay is computed based on the average number of hours worked per day in a normal workweek.

On the Agency working day prior to the following holidays, employees shall be released at 3:00 p.m.: Thanksgiving, Christmas and Good Friday and be paid for normally scheduled hours.

Article VII **Physicals**

Physical examinations shall be required of all employees prior to their initial employment or no later than thirty days following their employment and newly hired employees are responsible for the total cost of such physical exams. If Administration requires an employee to have a physical examination thereafter, the AEA will pay for the actual cost of the examination not covered by insurance or \$60, whichever is less.

An examination form will be provided by the Agency for the required examination.

A maximum of two hours will be allowed from Agency time for employees to secure an Agency required physical examination.

The Agency may, at any time, require an employee to have a physical examination if, in its opinion, the employee's physical health is impairing his/her performance. Payment for an employee's physical will be made upon receipt of the medical examination report and a copy of the insurance company explanation of benefits. No payment shall be made by the Agency for examinations or tests to the extent covered and paid by insurance.

Article VIII

Vacations

A. Eligibility

Fulltime employees, defined as those contracted to work twelve months and at least 37.5 hours per week shall receive vacation in the following amount: Employees shall be granted ten (10) working days of vacation annually during the first seven years of employment with the Agency. (Vacation shall accrue at five-sixths (5/6ths) of a day vacation for each month worked.) After seven years of completed employment, full-time employees shall be granted 15 days of vacation annually. (Vacation shall be earned at five-fourths (5/4ths) of a day of vacation for each month worked.) Starting with the 13th year, fulltime employees shall be granted 20 days of vacation annually. (Vacation accrues at five-thirds (5/3rds) of a day vacation for each month worked.)

For the purpose of calculation of years of service to determine eligibility for a third or fourth week of vacation, employees commencing work prior to January 1 will be accorded one year of service. Those commencing work after January 1 will not begin to accrue a year's service until July 1.

No vacation can be exercised during the first six months of employment with the Agency unless special approval is granted by the Administrator. Eligible employees will be allowed to request vacation anytime during the year. Vacation scheduling must be administratively approved. However, should the employee leave Agency employment during the year, the accrual schedule above will be used to determine the actual proration of vacation the employee was eligible to receive for the partial year. The employee will be responsible for reimbursing the Agency for vacation days used in excess of the vacation earned.

B. Vacation Pay

Average weekly hours of regular pay shall be considered as pay for one week of vacation.

Employees may only carryover an amount of earned vacation not to exceed the most recent year's entitlement. No employee may draw ahead on paid vacation.

Employees must use vacation prior to termination of employment if possible or forfeit vacation. Employees may not "cash out" vacation.

If an employee fails to give the required two weeks notice of intent to terminate his/her employment with the Agency, then such employee shall forfeit the right to receive any accrued vacation upon termination of employment.

Article IX **Insurance**

A. Health Insurance

Each fulltime employee (those working thirty hours or greater per week for at least nine months per year) shall, at the employees option, be covered by a Board paid health insurance program and prescription drug card program and the Agency will pay not to exceed \$5514.48 per year toward the combined single premium. However, each fulltime employee shall be responsible to pay the first dollar toward the cost of the combined monthly single premium. Each fulltime employee may elect to have family coverage for health insurance and prescription drug card coverage with a Board contribution of not to exceed \$12,100 per year toward the combined family premium cost. The additional cost for the single or family premium will be deducted monthly from the employee's wages.

The Board will offer three plans, PPO 500, PPO 750, and PPO 1000 if allowed by the insurance carrier.

B. Life Insurance

Each fulltime employee (those working thirty hours or greater per week for at least nine months per year) shall, at the employees option, be covered by a term life insurance policy in the face amount of \$50,000 paid for by the Board.

C. Disability

Each fulltime employee (those working thirty hours or greater per week for at least nine months per year) shall, at the employees option, be covered by a long-term disability insurance program paid for by the Board.

D. Dental

Each fulltime employee (those working thirty hours or greater per week for at least nine months per year) shall, at the employees option, be covered by a dental insurance program and the Board will pay the single premium.

Article X **Hours, Overtime and Paychecks**

A. Work Week

The workweek will start at 12:01 a.m. on Sunday morning and end at 12:00 p.m. on Saturday night.

B. Work Day

The standard workday for a fulltime employee consists of eight hours. Hours are assigned at management's discretion. Deviations from a standard workday or workweek may be made due to emergencies or other situations at management's discretion.

During the summer months, the standard workday for a fulltime employee shall consist of 7.5 hours. Summer months shall be from June 15 through August 15 or as otherwise designated.

C. Overtime

No overtime will be allowed without the prior approval of the employee's director. Overtime shall be defined as work beyond forty hours in the defined workweek. When work is required of an employee beyond forty hours in a workweek and compensatory time is not given, overtime will be paid at the rate of time and a half. If an employee is accorded compensatory time, the employee will be granted one and one-half hours of compensatory time for each overtime hour worked. Requested use of compensatory time will be administered consistent with the FLSA.

D. Pay Days

Classified employees are paid on the twentieth of each month. If the twentieth falls on a Saturday or Sunday, the payday shall be on the previous Friday.

E. Pay Rates

See Exhibit A attached.

F. Severe Weather Closings

In the event an employee does not attend or leaves work due to weather related safety concerns or the inability to get to work due to severe weather, the employee will notify his/her supervisor as soon as possible. If the employee's absence exceeds two hours for these reasons, the employee may arrange to make up time through his/her supervisor. Make-up time must be mutually agreed. In the alternative, an employee may choose to utilize personal leave or vacation (if eligible) in order to be paid for the absence or use unpaid leave.

If all schools in a zone are closed, it is up to the zone coordinator as to whether the office(s) will remain open or close for the day. If a zone closes, classified staff who have reported to work prior to the office closing will be paid for the entire day. Those classified staff members who did not report will be paid for ½ day only, and will need to use leave for the other half of the day or take it unpaid. (the two-hour rule does not compensate for this half-day since any time used over two hours requires a half-day leave). Any leaves already in place will remain in place.

G. Early Dismissal

If an employee has specific circumstances that may necessitate leaving early, permission must be first obtained from the division director or designee.

Employees shall be excused at 4:00 p.m. on Fridays. Employees will be paid for normally scheduled hours on Fridays.

H. Hiring rates

A hiring rate shall be commensurate with and shall not exceed prior relevant experience as agreed to by the Administrator or designee and by the employee at the time of employment.

I. Flexible Hours

With the approval an employee's supervisor, the employee may adjust the employee's normal hours within the same day or as otherwise approved.

Article XI
Wage Rates

Pay Table

GRADE A	GRADE B	GRADE C	GRADE D
Van Driver Custodian Media Specialist I	Educational Para Media Specialist II Secretary I	Communications Para Secretary II Audiometrist Printer	Video Prod Specialist Family Support Spec Graphic Artist Chief Printer
<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
1 9.31	1 9.81	1 10.31	1 10.81
2 9.46	2 9.96	2 10.46	2 10.96
3 9.61	3 10.11	3 10.61	3 11.11
4 9.76	4 10.26	4 10.76	4 11.26
5 9.91	5 10.41	5 10.91	5 11.41
6 10.06	6 10.56	6 11.06	6 11.56
7 10.21	7 10.71	7 11.21	7 11.71
8 10.36	8 10.86	8 11.36	8 11.86
9 10.51	9 11.01	9 11.51	9 12.01
10 10.66	10 11.16	10 11.66	10 12.16
11 10.81	11 11.31	11 11.81	11 12.31

For 2006-07, employees not on this salary schedule shall receive a raise of \$.51 per hour over their hourly rate in 2005-06.

This results in a overall Salary Increase of 6.29%. Minimum increases for those on the schedule are \$.56 per hour. The increase for those off the schedule is \$.51.

Article XII

Dues Deduction

A. Authorization

Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the Board an authorization for payroll deduction of dues on a form provided. All authorization cards must be received by the employer by the first working day of October for deduction to begin with the paycheck in October. No authorization cards will be accepted nor deductions started for the year after the first working day of October. Authorizations are revocable upon thirty days notice. All employees who start employment after that date shall have ten (10) days from their hire date to submit an authorization card.

B. Regular Deductions

Pursuant to a deduction authorization, the Board shall deduct one-ninth (1/9) of the total dues from the regular check of the employee each month for nine (9) months, beginning in October and ending in June of each year. Employees who start after October 1st shall have their dues deductions pro rated monthly through June.

C. Deductions

The Board will deduct regular dues only and not special assessments, back dues, fines, or similar items.

D. Hold Harmless

The Association agrees to indemnify and hold harmless the Board, each individual Board Member, the business manager, clerical employees, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Article between the parties for deductions.

Article XIII

Evaluation

A. Orientation

By October 1 of each year, a member of the administration shall acquaint employees with the formal written evaluation method, instrument and procedures to be followed.

B. Formal and Informal Evaluations

All employees shall be formally evaluated at least one time each year during his/her first two years of employment and at least one time each three years thereafter by an evaluator designated by administration. Additional formal or informal evaluations may be made at the discretion of administration.

The formal evaluation shall be in writing and when deemed practicable by the administration, shall be preceded by one or more personal observations of the employee's on-the-job performance of his/her assigned duties. On-the-job observations shall be made with the employee's full knowledge.

C. Conference and Copy

A conference will be held with the evaluator and the employee to discuss the formal evaluation. At this conference the evaluation shall be discussed with the employee. The employee shall be furnished a copy of the written evaluation and shall sign the evaluation. Signature on the evaluation shall not be interpreted to mean agreement with the contents of the evaluation. Within three days of the evaluation conference, an employee may request a follow-up conference to discuss the contents of the evaluation.

D. Response

The employee shall have the right to submit a written explanation or statement in response to the evaluation within ten (10) working days following the post-evaluation conference. This statement, if submitted, shall be attached to the evaluation. The written evaluation and the employee's response statement, if any, shall be included in the employee's personnel file.

Employees will be informed of performance related documents to be placed in his/her personnel file and may respond in writing to that material.

E. Scope and Input

This article deals with but a single method of evaluation, the formal written evaluation. The Agency retains the right to utilize written evaluations from local school districts as well as other historically utilized methods of evaluation. A copy of any local school district evaluation will be given to the employee if it is placed in the employee's personnel file.

F. Personnel File Access

Employees may access the non-confidential contents of their personnel files at an agreed time and obtain a copy of such contents for a reasonable fee.

G. Criteria

The Board shall establish evaluation criteria.

Article XIV
Compliance and Duration

- A. This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.
- B. This agreement shall be printed by the Agency and copies for each unit employee will be made available to the Association.
- C. Separability. If any provision of this agreement is ruled invalid by a court of competent jurisdiction, all other provisions shall continue in full force and effect.

Date: June 23, 2006

Rick Engel
Rick Engel, Chief Negotiator
For Prairie Lakes AEA

Date: July 20, 2006

Steve King
Steve King, Chief Negotiator
For Prairie Lakes AEA Educational
Services Association